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IN THE UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

IN RE:	CHAPTER: 13
FRANK JOSEPH KEOUGH AND MARIA CONCETTA KEOUGH DEBTOR	BANKRUPTCY CASE: 19-13280-ELF
VILLAGE CAPITAL & INVESTMENT, LLC MOVANT	
V.	
FRANK JOSEPH KEOUGH AND MARIA CONCETTA KEOUGH DEBTOR	

CONSENT ORDER/STIPULATION
SETTLING MOTION FOR RELIEF FROM AUTOMATIC STAY

Upon the Motion of Village Capital & Investment, LLC, (hereafter "Movant") through its Counsel, Stern & Eisenberg PC, under 11 U.S.C. § 362(d) (and § 1301) for relief from the automatic stay as to Debtor's real property located at *2018 Pierce Drive, Whitehall, PA 18052* (hereinafter, the "Property"), and the parties agreeing to the entry of the Order settling the Motion for Relief and for cause shown, it is hereby ORDERED AND DECREED as follows:

1. At the date of this Order, Frank Joseph Keough and Maria Concetta Keough (hereinafter, "Debtor") acknowledge that Debtor is due for the following post-petition regular monthly payments from January 01, 2020 as follows:

PAYMENTS:	\$ 2,886.08
01/01/2020 02/01/2020 \$1,443.04 @ 2 MONTHS \$2,886.08	
COUNSEL FEES/COSTS FOR MOTION	\$ <u>1,031.00</u>
LESS SUSPENSE	(\$1,361.47)
POST-PETITION ARREARS ("ARREARS")	\$2,555.61

2. Debtor shall cure the Arrears as set forth above by filing an Amended Plan within 30 days incorporating the post-petition delinquency in the amount of \$2,555.61 to the pre-petition arrears of \$23,250.85 making a total of \$25,806.46 to be paid through the plan. Debtor agrees to continue regular monthly mortgage payments (currently \$1,443.04/month) beginning in March 01, 2020.
3. In the event the regular monthly payment changes for any reason, then the amount due shall be adjusted accordingly. Thereafter, Debtor agrees to continue making the regular monthly mortgage payment.
4. Payment(s) due in accordance with this Consent Order/Stipulation shall be due on or before the 1st of each

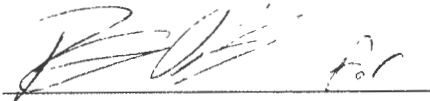
month.

5. Debtor shall make the regular monthly payments required to the Trustee.
6. All payments due to Movant from Debtor are to be made directly to Movant at 1 Corporate Drive, Suite 360, Lake Zurich, IL 60047, making sure that Creditor's loan number appears on all payments.
7. In the event Debtor fails to make any of the payments set forth hereinabove (or payments for real estate taxes, hazard insurance and/or any other Escrow Items as described in Debtor's Mortgage when due) on or before their due dates, Movant and/or Counsel may give Debtor and Debtor's counsel notice of the default.
8. If any such default is not cured within ten (10) days of said notice of the default, upon certification to the court of such default, and request for Order, with a copy to Debtor and Debtor's counsel, Movant shall immediately have relief from the bankruptcy stay, per the form of the attached Order which is made part hereof as Exhibit "A".
9. Debtor shall pay \$75.00 for each Notice of Default issued by Movant as a result of Debtor's failure to make payments in accordance with this Order.
10. The failure by Movant, at any time, to file a Certification of Default upon default by Debtor shall not be construed, nor shall such failure act, as a waiver of any of Movant's rights hereunder.
11. Upon issuance of the aforesaid Order, the parties hereto further agree that Movant (and any assignee/successor-in-interest) may proceed in state court to exercise all rights and remedies available to it as a mortgagee and creditor under state and federal law including, but not limited to, the initiation of and continuation of foreclosure and execution process through sheriff's sale concerning the Property and ejection thereafter.
12. In the event Debtor converts to a bankruptcy under Chapter 7 of the Bankruptcy Code, Debtor shall pay all pre-petition arrears and post-petition arrears within ten (10) days from the date that the case is converted. If Debtor fails to make payment in accordance with this paragraph then Movant, through Counsel, may file a certification setting forth said failure and Movant shall be granted immediate relief from the automatic stay in the form of Order attached as Exhibit "A".
13. It is further agreed that the 14-day stay provided by Rule 4001(a)(3) is hereby waived.
14. Facsimile signatures shall be as valid as original signatures and this Consent Order/Stipulation may be signed in counterparts.

By signing this Stipulation/Consent Order, Debtor's Counsel represents that Debtor is familiar with and understand the terms of the Stipulation/Consent Order and agree to said terms regardless of whether Debtor has actually signed said stipulation. Seen and agreed by the parties on the date set forth below:

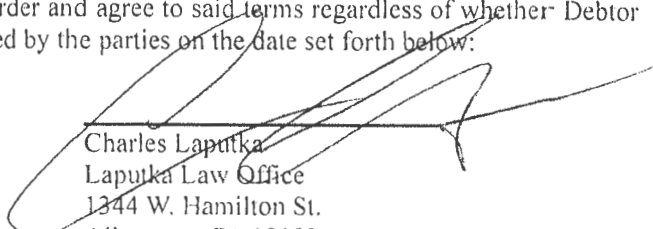
/s/Daniel P. Jones, Esq.

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Counsel for Creditor
Date:



Scott F. Waterman, Esquire, Chapter 13 Trustee

Date: 2/27/2020



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Counsel for Debtor(s)

Date: 2/25/2020

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<hr/> VILLAGE CAPITAL & INVESTMENT, LLC MOVANT V. FRANK JOSEPH KEOUGH AND MARIA CONCETTA KEOUGH DEBTOR	

ORDER APPROVING STIPULATION/CONSENT ORDER

AND NOW, upon consideration of the Stipulation between Debtor and Village Capital & Investment, LLC, it is hereby ORDERED and DECREED that the Stipulation is APPROVED and made an Order of the Court.

BY THE COURT:

Date: _____

UNITED STATES BANKRUPTCY JUDGE